



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding THE CANADIAN LIFE ASSURANCE
COMPANY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR-MT, LRE,

Introduction

This hearing dealt with the Tenant's Applications for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid rent under section 46 of the Act
- suspend or set conditions on the Landlord's right to enter rental unit

Tenant A.T. attended the hearing for the Tenant.

Landlord representative J.S. and Landlord representative M.C. attended the hearing for the Landlord.

At the outset of the hearing the parties indicated their intention to settle their dispute.

Settlement

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. If the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Tenant's applications and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The notice to end the tenancy is canceled and the tenancy continues according to the terms of this agreement.
2. On or before 3 pm on October 13, 2023, the Tenant will pay the Landlord \$16,741.82 for all unpaid rent including rent payable for October 2023.

3. If the Tenant breaches the terms of this settlement, the Landlord may immediately end the tenancy.
4. The Tenant agrees to pay his rent on time and in full each month.
5. The Tenancy will end if the Tenant does not pay their rent in full and on time.
6. Both parties agreed that these terms are the full settlement of the Tenant's applications for dispute resolution.

Conclusion

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord. The Order of Possession may **only** be served should the Tenant fail to honour the terms of the settlement. The Order of Possession is effective **2 days after service** on the Tenant. Should the Tenant or any occupant in the rental unit fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In addition to this Order and to give further effect to the settlement reached between the parties, I also grant a Monetary Order in the Landlord's favour in the amount of \$16,741.82 for all unpaid rent up to and including October 2023. The Landlord is provided with this Order and the Landlord must serve a copy of this Order on the Tenant **only** in the event that the Tenant does not honour the terms of the settlement. Should the Tenant fail to comply with this Order, the Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 11, 2023

Residential Tenancy Branch